

**CONTRACT**

**INFORMATION TECHNOLOGY APPLICATION SERVICES (ITAS)**

**CONTRACT NUMBER 05-00112-C-DM**

**(CONTRACTOR: IBM CORPORATION)**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. APPOINTMENT AND DUTIES OF CONTRACTOR; TASK ORDERS	3
1.1 Independent Contractor	3
1.2 Duties	3
1.3 Ordering Procedures for Task Orders	4
1.4 Standard of Performance	6
1.5 Calendar Days	6
1.6 Monthly Report	6
1.7 Section 508, Electronic and Information Technology	7
1.8 Minimum and Maximum Amounts	7
1.9 Phased Approach to Task Order Issuance	8
1.10 Prohibition on Offshoring	8
1.11 Connectivity	8
ARTICLE II. PERIOD OF PERFORMANCE	8
2.1 Initial Ordering Period and Performance Period	8
2.2 Award Term Option(s) to Extend the Contract	9
2.3 Notice of Exercise of Award Term Option	9
2.4 Option Periods for Task Orders	10
2.5 Notice of Exercise of Task Order Option	10
ARTICLE III. SECURITY AND CONFIDENTIALITY REQUIREMENTS	10
3.1 Security Requirements for Information Technology	10
3.2 IT Security Plan	10
3.3 Training Requirements	12
3.4 Security Awareness Website Training	12
3.5 General Requirements	13
3.6 FDIC Access	14
3.7 Subcontractor Requirements	14
3.8 Background Investigations	15
[3.9] Risk Level Designation	16
[3.9] Risk Level Designation	16
3.10 Confidentiality of Information, Data, and Systems	16
ARTICLE IV. PERSONNEL AND SUBCONTRACTING	16
4.1 Key Personnel	16
4.2 FDIC Personnel.	17
4.3 Contractor Personnel	17
4.4 Personnel Qualifications.	18
4.5 Subcontractors	18
4.5.1 Authorization; Selection of Subcontractors.	18
4.5.2 Contracts with Subcontractors	19
4.6 Subcontracting Plan Compliance	19
4.7 Participation Restrictions on Prime Contractors and Subcontractors	19
ARTICLE V. COMPENSATION AND BILLING	20

5.1	Types of Task Orders	20
5.2	Fixed Price Task Orders	20
5.3	Labor Hour Task Orders	20
5.3.1	Task Order Compensation Ceiling	20
5.3.2	Materials	20
5.3.3	Contractor's Material Handling Expense	21
5.3.4	Travel Expenses	21
5.3.5	Fees and Expenses of Subcontractors	21
5.4	Billing Instructions	22
5.4.1	General Provisions	22
5.4.2	Contractor's Remittance Address	22
5.4.3	Schedule for Invoicing	22
5.4.4	FDIC Address (Payment Office)	23
5.4.5	FDIC Review	23
5.5	Method of Payment-EFT	23
	<b>ARTICLE VI. INSPECTION AND ACCEPTANCE</b>	23
6.1	Inspection and Acceptance of Work Product	23
6.2	Risk of Loss or Damage	23
	<b>ARTICLE VII. RIGHTS IN SOFTWARE AND SYSTEMS</b>	24
7.1	Proprietary Interest and License in Software and Systems	24
	<b>ARTICLE VIII. REPRESENTATIONS</b>	24
8.1	Representations of Contractor	24
	<b>ARTICLE IX. RESERVED</b>	24
	<b>ARTICLE X. INSURANCE COVERAGE</b>	24
10.1	Liability Insurance	24
10.2	Notice of Insurance	25
10.3	Notice to the FDIC	26
10.4	Cost of Insurance	26
	<b>ARTICLE XI. INDEMNITY</b>	26
11.1	Contractor Indemnity	26
	<b>ARTICLE XII. CONFLICT OF INTEREST</b>	26
12.1	Notice to the FDIC	26

## ITAS CONTRACT 05-00112-C-DM

Contract executed on the date signed by FDIC Contracting Officer ("Execution Date") and effective as of **April 1, 2005** ("Effective Date") between the FEDERAL DEPOSIT INSURANCE CORPORATION, acting in its corporate capacity ("FDIC"), and **IBM**, a **Corporation** organized and existing under the laws of **New York** with its principal place of business at **12902 Federal Systems Park Drive, Fairfax, VA 22033** ("Contractor").

WITNESSETH:

The FDIC, in its corporate capacity, desires to retain Contractor, and Contractor desires to perform the services or provide the goods described in this contract ("Contract") and in any Task Order ("Task Order") issued hereunder, upon the terms and conditions set forth below.

Now, therefore, in consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the FDIC and Contractor agree as follows:

### **ARTICLE I. APPOINTMENT AND DUTIES OF CONTRACTOR; TASK ORDERS**

#### 1.1 Independent Contractor

The FDIC and Contractor agree to be bound by the terms and conditions of this Contract when a Task Order is executed for a specific task. The FDIC hereby retains Contractor as an independent contractor for the sole purpose of performing the services or providing the goods described herein and in the Task Orders awarded to Contractor.

#### 1.2 Duties

Contractor hereby agrees to perform such services (the "Services") or provide such goods (the "Goods") on the terms and conditions set forth in this contract, the documents listed below, and in the particular Task Order.

- Statement of Objective, Attachment 1
- Contractor's Proposal for Mission Capability, dated February 14, 2005 (Incorporated by Reference), Attachment 2
- FDIC's General Provisions, Attachment 3
- Sample Task Order, Attachment 4
- Contractor Travel Reimbursement Guidelines, Attachment 5
- ITAS Award Term Plan, Attachment 6
- ITAS Labor Categories, Attachment 7
- Negotiated Labor Rates, Subcontractor Markup Rates, and MHE Rates for Base Contract Period and Option Period 1, Attachment 8
- Enterprise Architecture Technical Reference Model/Standards, Attachment 9
- Additional Property Requirements, Attachment 10

Contractor is required to notify the FDIC Contracting Officer and Oversight Manager in writing of any change in Contractor's physical location for the Place of Performance of a Task Order issued under this Contract. This includes without limitation any facilities relocation and/or reconstruction activity or any other planned event that may impact the continued operation of FDIC-owned network equipment located on the Contractor's premises. The notification must be made at least thirty (30) days in advance of the planned change or start date for any such activity to allow the FDIC time to take appropriate action.

Contractor must ensure that all connections and access to the FDIC network and systems are removed and no longer active using appropriate security procedures at the time of expiration or termination of this Contract and any Task Order issued hereunder, whether contractor or subcontractor employees are working on-site or off-site, and notice must be provided to the Oversight Manager upon completion of these requirements. Contractor must also undergo the FDIC pre-exit clearance procedures at the time of separation from this Contract or any Task Order.

The Prime Contractor's ITAS program management office shall be located within a 50 mile radius of the FDIC's Virginia Square office, 3501 North Fairfax Drive, Arlington, VA 22226, and shall include the necessary physical and personnel resources to support the ITAS program. In addition, the Prime Contractor's and Subcontractor's staff must be able to travel to FDIC's Virginia Square office within 75 minutes of an urgent call occasionally placed by FDIC.

### 1.3 Ordering Procedures for Task Orders

(a) All ITAS multiple award Contractors shall be provided the opportunity to compete for each Task Order pursuant to the procedures established in this clause, unless:

- (1) FDIC determines circumstances exist which, in accordance with FDIC's Acquisition Policy Manual, justify a non-competitive procurement.
- (2) It is necessary to place an order to satisfy a minimum guarantee.
- (3) The Task Order is one of a sequence of Task Orders designated to be issued in accordance with Section 1.9 "Phased Approach to Task Order Issuance"

(b) For both non-competitive and competitive Task Orders, FDIC will issue a Request for Task Order Proposal (RFTOP) including either a Statement of Objective (SOO) or Statement of Work (SOW). If a SOO is included in the RFTOP, the Contractor will perform in accordance with their proposed SOW. If a SOW is included in the RFTOP, the Contractor shall perform in accordance with the FDIC-prescribed SOW. The Contractor shall provide the Contracting Officer an original and copies (as specified) of a complete proposal. The proposal shall address:

- (1) The comprehensive technical and management approach to accomplish the effort (to include a SOW if a SOO is issued with the RFTOP);

- (2) A price proposal in accordance with the instructions set forth in the RFTOP
- (3) Proposed schedule for completing the Task Order effort
- (4) Any other requested and/or pertinent information (e.g., service level agreements, other metrics)

FDIC will determine the appropriate response time for proposal submittals and state the specific number of calendar days in each RFTOP.

(c) Non-Competitive: For requirements that meet the non-competitive criteria of paragraph (a), the Contracting Officer will issue a RFTOP to one Contractor. Upon proposal receipt, the Contracting Officer and technical representatives will evaluate the proposal, conduct discussions/negotiations, if necessary, and award the Task Order.

(d) Competitive: It is anticipated that, for most Task Orders, all ITAS multiple award Contractors will be provided a fair opportunity to compete for award of the Task Order. Upon proposal receipt, the Contracting Officer and technical representatives will review all proposals, conduct discussions/negotiations, if determined necessary by the Contracting Officer, and award the Task Order to the offeror proposing the best overall value to the FDIC. During the evaluation of the proposals, FDIC will consider the factors listed below. These factors are listed in their order of importance. Contractor selection will be based on an integrated assessment of all the consideration factors.

- (1) Specific technical and/or management capabilities.
- (2) Contractor performance on prior contracts and Task Orders. (Contractors with no prior Contract or Task Order performance will receive a neutral rating.)
- (3) Price

The Contracting Officer may make deviations to this process due to unique circumstances, as determined appropriate on individual requirements. All proposals shall be submitted by the time specified in the RFTOP, and the FDIC reserves the right to award without discussions. For competitive actions, unsuccessful offerors will be notified within ten (10) days of Task Order award. Debriefings will not be conducted.

(e) A protest is not authorized in connection with the issuance or proposed issuance of an individual Task Order.

(f) This clause does not guarantee the Contractor issuance of any Task Order above the minimum guarantees stated in Section 1.8 of this contract.

(h) If Contractor wishes to offer its goods or services for the task, it must deliver an offer pursuant to the terms of the RFTOP. If Contractor is selected, the Task Order must be executed by Contractor and the FDIC Contracting Officer and there will exist a binding obligation between Contractor and the FDIC pursuant to the terms of this Contract, and the Task Order, regarding the goods or services. The FDIC and Contractor agree that the form of the Task Order, an example of which is set forth as Attachment 4 to this Contract, may change during the period of performance of this Contract.

(i) For Task Order solicitations issued during the Base Contract Period and Option Period 1, the Contractor shall not propose labor rates, subcontractor markup rates, or material handling expense (MHE) rates, which exceed those listed in Attachment 8 to this contract.

#### 1.4 Standard of Performance

Contractor must at all times act in good faith and in the best interests of the FDIC, use its best efforts and exercise all due care and sound business judgment in performing its duties under this Contract. Contractor must at all times comply with FDIC policies, procedures and directives, which are incorporated by reference and made part of this contract.

#### 1.5 Calendar Days

Unless specifically provided otherwise in this Contract, the term "days" used anywhere in this Contract means calendar days.

#### 1.6 Monthly Report

If subcontracting or joint venturing is approved, Contractor must submit to the Contracting Officer a Subcontractor/Joint Venture Activity Report, on a monthly basis, addressing for each subcontractor and/or Joint Venture participant(s), the following:

- a. Name, address, tax identification number and type of business concern [Minority Women Owned Business, Small Disadvantaged Business and applicable North American Industry Classification System (NAICS) Code and corresponding geographic location if applicable] for each subcontractor and/or Joint Venture participant.
- b. Period covered by the Report.
- c. Description of work performed by subcontractor and/or Joint Venture participant during the report period.
- d. Percentage of services planned and actually provided by subcontractor and/or Joint Venture participant during the report period and cumulative to date by NAICS code if applicable.
- e. Total compensation paid to subcontractor and/or Joint Venture participant during the report period and cumulative to date.

- f. Percentage completion toward Subcontracting Plan goals (including the 15% target for Small Business) and/or Joint Venture commitments.

#### 1.7 Section 508, Electronic and Information Technology

Electronic and information technology (EIT) purchased under any Task Order issued hereunder must conform to and be in compliance with the applicable provisions of the Architectural and Transportation Barriers Compliance Board's (Access Board's) Electronic and Information Technology Accessibility Standards (Subpart B, 36 CFR Part 1194) at the time of delivery. The Technical 508 Standards are on the "Voluntary Product Accessibility Template (VPAT)" that can be found under "Acquisition Policy & Forms" on the FDIC website at:

- [www.fdic.gov/buying/goods/index.html](http://www.fdic.gov/buying/goods/index.html)

If this is not accessible, a copy may be obtained from the Contracting Officer upon request. These include Sections 1194.21, 1194.22, 1194.23, 1194.24, 1194.25, and 1194.26, as well as 1194.31 and 1194.41. The specific Standards will be contained in each Task Order, as required.

Contractor must also comply with Subpart C, CFR Part 1194.31 – Functional Performance Criteria. The performance requirements of this section are intended for overall product evaluation and for technologies or components for which there is no specific requirement under the technical standards in Subpart B. These criteria are designed to ensure that the individual accessible components work together to create an accessible product.

Contractor must also comply with Subpart D, CFR Part 1194.41 – Information, Documentation, and Support. This requires that product support documentation provided to end-users must be made available in alternate formats upon request, and that end-users must have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, all at no additional charge. In addition, support services for products must accommodate the communication needs of end-users with disabilities.

#### 1.8 Minimum and Maximum Amounts

FDIC will order a minimum amount of \$1 million for every ITAS contract awarded. FDIC will order services or supplies within the Base Period of the contract sufficient to satisfy the minimum guaranteed amount for each ITAS contract awarded. There are no guaranteed amounts associated with or during the Option periods outlined in Article II below. The exercise of the options does not re-establish the contract minimum.

There are no specific maximum quantities/amounts for each individual Task Order, contract period, or contract. However, the overall program maximum amount for the ten-year period of performance is \$554.8 million.

### 1.9 Phased Approach to Task Order Issuance

FDIC may designate, for competition among the Contractors, a requirement specifying a range of ITAS effort to be acquired on a phased approach. Generally, these requirements will be those considered by FDIC to be integral to a given business need. Under a phased approach to Task Order issuance, a Contractor's proposal will be evaluated and selected with the expectation of negotiating and receiving a sequence of Task Orders, over a period of time, to complete the range of ITAS effort. Each Task Order issued will encompass a specified portion of the range of ITAS effort. FDIC intends to execute the Task Orders in a phased approach to better manage the risks (cost, schedule, and performance) associated with the effort. Notwithstanding FDIC's intent to award all phases to the selected Contractor, FDIC reserves the right to re-compete and/or award any remaining phases to another source, if it is determined to be in FDIC's best interest to do so.

### 1.10 Prohibition on Offshoring

All of the work performed on this contract must be performed in the United States and its territories. None of the work to be performed under this contract, by either the prime contractor and/or any subcontractor, shall be performed outside of the United States and its territories (i.e., offshore.)

### 1.11 Connectivity

Connectivity to the FDIC shall be provided through a Virtual Private Network connection. Contractor shall be required to use its own Internet Service Provider (ISP). FDIC will provide VPN client software. Bandwidth will be required to be at least 1.54 Mbps (T1).

## **ARTICLE II. PERIOD OF PERFORMANCE**

### 2.1 Initial Ordering Period and Performance Period

This Contract has an initial two year Base Period for ordering Task Orders, starting on the Effective Date and expiring **two (2) years** from the Effective Date, subject to exercise of an option, if applicable, or to earlier termination under the General Provisions of this Contract.

Performance on individual Task Orders may extend beyond the Base Period's expiration date. However, any option that may be negotiated in a Task Order shall not be exercised if the Base Period has expired and the Contractor has not received an Award Term extension for Option Period 1. Orders may be placed up to and including the last day of the Base Period.

### 2.2 Award Term Option(s) to Extend the Contract

The ordering period of this Contract may be extended, at the discretion of the FDIC, for

up to four (4) two-year option periods. Performance on individual Task Orders may extend beyond the ordering period's expiration date (specified below) for the Contract's Base Period and Option Periods 1-3. Any option that may be negotiated in a Task Order shall not be exercised if the Contract's ordering period has expired and the Contractor has not received an Award Term extension for the next Option period. Orders may be placed up to and including the last day of the Base Period or any Option period. However, no ordering or performance may occur beyond the Option Period 4 expiration date.

	<u>Ordering Period</u>		
Base Period	4/1/2005	through	3/31/2007
Option Period 1	4/1/2007	through	3/31/2009
Option Period 2	4/1/2009	through	3/31/2011
Option Period 3	4/1/2011	through	3/31/2013
Option Period 4	4/1/2013	through	3/31/2015
Final Performance on any Task Order			3/31/2015

As detailed above, this contract contains four (4) two-year options for extensions to the ordering period. The initial two-year base period and four two-year option periods result in a potential contract ordering and performance period of ten years. Any award term extension earned will be determined by the FDIC Term Determining Official (TDO) based upon review of the Contractor's performance against the criteria set forth in the Award Term Plan, Attachment 6. The decision to exercise any option for an Award Term extension is also contingent upon approval by the FDIC Board of Directors to continue using the ITAS Multiple Award contracts. Each award term extension will be accomplished by a unilateral contract modification which exercises the next option. Zero to four options may be issued. Failure of a Contractor to earn the next available extension also eliminates the Contractor from receiving any future extensions. However, failure of a Contractor to earn the next option extension does not require or permit a Contractor to stop performance on any on-going Task Order(s), nor does it prevent the Contractor from competing on, and possibly receiving, Task Order awards through the end of the current ordering period.

### 2.3 Notice of Exercise of Award Term Option

If the FDIC desires to exercise an option to extend the ordering period of this contract, the FDIC must notify Contractor, in writing, of its intent not less than **thirty (30) days** before the expiration of the current Period of Performance.

### 2.4 Option Periods for Task Orders

If a Task Order is issued with an option to extend its period of performance, it may be exercised at the discretion of FDIC. The period of performance for the option period(s), will be set forth in the individual Task Order.

## 2.5 Notice of Exercise of Task Order Option

If the FDIC desires to exercise an option, in a Task Order, to extend the Period of Performance, the FDIC must notify Contractor, in writing, of its intent not less than **thirty (30) days** before the expiration of the current Period of Performance.

## **ARTICLE III. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

### 3.1 Security Requirements for Information Technology.

The Contractor is responsible for Information Technology (IT) security for all personnel with access to the FDIC network, systems connected to the FDIC network or those systems developed and/or operated by the Contractor for FDIC. This clause is applicable to all or any part of the contract or Task Orders that include information technology resources or services in which the Contractor may have physical or electronic access to FDIC's information contained in its systems. This includes but is not limited to information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include but are not limited to acquisition, transmission or analysis of data owned by FDIC or access to FDIC networks or computers at a level beyond that granted the general public, e.g., bypassing the FDIC firewall.

Contractor, its subcontractors, and the employees of each shall sign a confidentiality agreement at any time prior to or during the performance of this contract at the direction and discretion of the Contracting Officer.

### 3.2 IT Security Plan

The Contractor must provide as a deliverable, implement, and maintain an IT Security Plan ("Plan") for the duration of each Task Order issued under this contract. This Plan shall describe the processes, procedures and training of personnel that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under the Task Order. The Plan shall describe those parts of the contract to which this clause applies. It must address the security measures and program safeguards that will be provided to ensure that all information systems and resources acquired and utilized in the performance of the Task Order by the Contractor personnel:

- a. Are protected from unauthorized access, alteration, disclosure, or misuse of processed, stored, or transmitted information;
- b. Can maintain the continuity of IT support for the FDIC and its programs and operations;
- c. Incorporate management, operational, and technical controls sufficient to provide cost-effective assurance of the system's integrity, availability and confidentiality;

- d. Have appropriate technical, personnel, administrative, environmental, and access safeguards; and
- e. Operate effectively and accurately.

### 3.2.1 Compliance Requirements

The Contractor's Plan must be compliant with Federal laws that include, but are not limited to, OMB Circular A-130, Transmittal 4, Management of Federal Information Resources, Appendix III and the Federal Information Security Management Act of 2002 (Title 3 of P.L. 107-347). In addition, the Plan must implement IT security requirements stated in the policies and procedures that include, but are not limited to:

- a. FDIC, Division of Information Resources Management (DIRM) Policy Memorandum (PM) No. 98-009, Security of Network Connectivity for Contractor Support, dated September 22, 1998;
- b. FDIC, Division of Information Resources Management (DIRM) Policy Memorandum (PM) No. 98-010S, Personal Computer Information Security, November 1998;
- c. FDIC Circular 1310.5, Encryption and Digital Signature for Electronic Mail;
- d. FDIC, Division of Information Resources Management (DIRM) Circular No. 1360.15, Access Control for Automated Information Systems;
- e. FDIC, Division of Information Resources Management (DIRM) Circular No. 1360.16, Mandatory Information Security Awareness Training;
- f. FDIC, Division of Information Resources Management (DIRM) Circular No. 1360.17, Information Technology Security Guidance for FDIC Information Technology Procurements/Third Party Products;
- g. FDIC, Division of Administration (DOA) Circular No. 1610.2, Security Policies and Procedures for Contractors, October 1, 2001;
- h. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-4, Security Considerations in Federal Information Technology Procurements;
- i. NIST, SP 800-14, Generally Accepted Principles and Practices in Securing IT Systems, September, 1996; and
- j. NIST, SP 800-18, Guide for Developing Security Plans for Information Technology Systems, December 1998.
- k. NIST, SP 800-37, Guide for the Security Certification and Accreditation of Federal Information Systems, June 2003.
- l. FDIC Circular 1600.2, FDIC Security in the Workplace Program, dated April 4, 1997.
- m. FDIC Circular 1600.3, National Security Program, dated September 23, 2001.

These documents may be accessed through the FDIC DOA website, [www.fdic.gov/buying/goods/index.html](http://www.fdic.gov/buying/goods/index.html), and may be cross-referenced through the FDIC DIRM website, [www.fdic.gov/](http://www.fdic.gov/). NIST documents may be accessed on the following NIST website, <http://csrc.nist.gov/publications/nistpubs>.

### 3.2.2 Plan Submissions

Within ten (10) days after execution of each Task Order issued under this

contract, the Contractor shall submit the Plan for FDIC approval. The Plan must be consistent with and further detail the general outline and approach contained in their proposal that resulted in the award of the Task Order and shall be in compliance with the requirements stated in this clause. The Plan shall be submitted to the Contracting Officer and, after approval by the Oversight Manager, shall be incorporated into the Task Order as a requirement and shall remain in effect throughout the period of Task Order performance. The Contractor shall obtain the prior written approval of the Contracting Officer for any changes to the Plan.

### 3.3 Training Requirements

The Contractor must ensure that its personnel designing, programming, operating, using, or managing FDIC systems/network and/or data in performance of the Task Order, are properly trained and shall receive training at least annually in IT security awareness and security practices, policies, and procedures as required under the Computer Security Act of 1987 and OMB Circular A-130, including Appendix III. The Contractor's approach and IT security training program shall be defined in the IT Security Plan. In addition, the Contractor shall ensure that IT security training also meets the requirements stated in the NIST special publications and in the FDIC circulars referenced in this Article. The Contractor shall certify on an annual basis that its personnel working on the Task Order have successfully completed all required IT security training and that they are aware of their IT security responsibilities.

### 3.4 Security Awareness Website Training

3.4.1 All contractor and subcontractor employees being granted access to FDIC's network/systems must review the FDIC Security Awareness Website and provide electronic certification of their review within five (5) business days of receiving a network ID.

3.4.2 In addition to 3.4.1, for multi-year Task Orders and Task Orders with options, all contractor employees with network access must again review the Security Awareness Website on an annual basis and provide electronic certification of their review within five (5) business days after the anniversary of the effective date of the Task Order.

3.4.3 The contractor shall certify annually that all contractor employees having network access have complied with the security requirements stated in 3.4.1 and 3.4.2. This certification must be provided to the Oversight Manager by email or in writing within five (5) business days after the anniversary of the effective date of the Task Order.

3.4.4 Failure to complete the review and certification discussed in 3.4.1, 3.4.2, and 3.4.3 may result in revocation of network access privileges and possible removal of the individual employees from the Task Order.

### 3.5 General Requirements

#### 3.5.1 Network Access Requirements

The Contractor must:

- a. Comply with all FDIC physical security requirements and allow and cooperate with FDIC to conduct physical review(s) of Contractor and subcontractor premises and facilities before approval of off-site connections and access is established and periodically thereafter;
- b. Ensure that connections to all FDIC platforms, operating environments, and applications are protected to prevent unauthorized access and assure accountability, availability, and integrity;
- c. Ensure that all connections and access to the FDIC network are removed and no longer active using appropriate security procedures at the time of expiration or termination of this Contract and Task Order, whether on-site or off-site, and notice shall be provided to the Contracting Officer and Oversight Manager upon removal/termination;
- d. Ensure that network equipment located in the Contractor's or subcontractor's facilities are in a secured/locked facility with controlled access;
- e. Ensure that documentation is maintained and verifiable that security activities related to Automated Information System(s) (AIS) are monitored during performance of the Task Order, and report any suspected violations of FDIC security policy;
- f. Comply with the Government Furnished Equipment requirement stated in the Task Order;
- g. Utilize only standard FDIC hardware and software unless prior written waiver and approval of the Oversight Manager and the Contracting Officer has been received. All hardware and software products shall be reviewed and tested to determine their overall compatibility with FDIC's IT environment, standards, and security requirements. All testing and installation shall be under the control of the FDIC. Also, the Contractor shall keep configuration records current and available for inspection;
- h. Develop and maintain access control lists based on need;
- i. Encrypt the FDIC's sensitive information in conformance with FDIC encryption policy and procedures when transmitting such information over unsecured lines;
- j. Agree that hardware, software, personnel, and facilities contracted to support the FDIC are subject to regular and spot audits by DIRM Information Security Staff, DIRM Information Technology Evaluation Section, Inspector General, or the U.S. General Accountability Office. These audits may be conducted on a pre-award basis and any time during the performance of the contract and Task Order to ensure compliance; and
- k. Ensure there is an appropriate separation of duties regarding IT security as defined in FDIC Directives.

### 3.5.2 Hardware and/or Software Changes

To minimize vulnerability, Contractor shall:

- a. Provide a list of hardware and software Contractor intends to use on each Task Order issued under this contract;
- b. Provide a list of changes with a request for a waiver and justification, and obtain the written approval of the Contracting Officer or Oversight Manager before testing or installing any non-FDIC hardware or software;
- c. Provide an impact analysis in a thorough and easily understood manner for proposed changes in hardware or software that includes an assessment of possible new security impact and vulnerabilities throughout the life of the Task Order with the request for approval;
- d. Provide proof of license for any new third party software being used, maintain a list of all software licenses used under the Task Order, and provide a copy of the list to the Contracting Officer and the Oversight Manager; and
- e. Document all changes to hardware and software as required by FDIC Circular 1360.17, Information Technology Security Guidance for FDIC Information Technology Procurements/Third Party Products.

### 3.5.3 Cost of Information Security

For all Task Orders valued at \$3 million or more, the Contractor must identify on its invoices as a separate line item any direct cost to the contractor for information security as a specific element of the cost of providing information services.

## 3.6 FDIC Access

The Contractor must afford FDIC, including the Office of Inspector General, access to the Contractor's and all subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of Task Orders issued under this contract. Access must be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of FDIC data, systems, software and hardware or to the function of computer systems operated on behalf of FDIC or the network accessed by the Contractor personnel and to preserve evidence of computer crime or misuse.

## 3.7 Subcontractor Requirements

This Contractor must incorporate this Article in all subcontracts that meet the conditions or requirements stated in this Article.

## 3.8 Background Investigations

3.8.1 Background investigations will be conducted for all contractor and subcontractor personnel. The extent of the investigations will be in direct relation to the risk level

assigned to the Task Order or to the individual job classifications, which can be found in Section 3.9 of this contract.

- 3.8.2 Each contractor and subcontractor employee working on a Task Order issued under this contract must complete an electronic fingerprint application and will not be permitted to begin work (including access to FDIC facilities, network, and systems) until a favorable fingerprint records check has been received.
- 3.8.3 Within 5 days after the date hereof, the contractor must provide the Contracting Officer with a list of all contractor and subcontractor personnel working on the Task Order. This list shall include the employee's name, current home address, and assigned risk level. The contractor must identify each employee who has a previous current or otherwise valid background investigation. For those employees of the contractor or subcontractor who do not have a valid and current background investigation, a background investigation will be conducted for them. In that event, the requirements relating to background investigations contained herein shall control.
- NOTE: A valid background investigation is one that meets the minimum investigation for the risk level established for the contract or contract job category, and that has been conducted within 5 years of the date of Task Order award.
- 3.8.4 An adverse finding during the background investigation or fingerprinting review (e.g., felony conviction), or a completed background investigation or fingerprint check that indicates that the employee cannot meet the designated security requirements, may prohibit a contractor or subcontractor employee from working on a Task Order issued under this contract. That employee may be removed at the discretion of the Contracting Officer and replaced with an employee acceptable to FDIC by the Contractor at no additional expense to FDIC and without relief in all contractual performance and delivery requirements.
- 3.8.5 All contractor and subcontractor employees regularly working on-site at an FDIC facility must be issued a yellow identification/access control badge. Such employees will not be granted on-site access until FDIC receives a favorable fingerprint criminal records check from the FBI. The badges shall be issued for a six-month period and must be renewed after each six-month period.
- 3.8.6 Contractor must notify the Contracting Officer and the Oversight Manager of any new contractor or subcontractor personnel assigned to the Task Order or any change in assignment of current personnel. FDIC shall perform the appropriate background investigations and fingerprint check for any such personnel. Access to FDIC facilities, network, and systems shall be as set forth in this section 3.6.

**For each Task Order, FDIC will determine whether the risk level designation applies to the entire contract or for specific labor categories. Each Request for Task Order Proposal will include the appropriate version of 3.9 below, to identify the assigned designation.**

[3.9] Risk Level Designation

The following risk level has been assigned to this Task Order: \_\_\_\_\_. The post-award background investigations and fingerprinting required for all contractor employees (and subcontractor employees, if applicable) will be for this risk level.

[3.9] Risk Level Designation

The following risk levels for this Task Order have been assigned to the following labor categories:

	<u>Labor Category</u>	<u>Risk Level</u>
a.		
b.		
c.		

The post-award background investigations and fingerprinting required for all contractor employees (and subcontractor employees, if applicable) will be for these risk levels.

3.10 Confidentiality of Information, Data, and Systems

Contractor must ensure the confidentiality of all information, data, and systems provided by FDIC or used or obtained by Contractor personnel under a Task Order and prevent its inappropriate or unauthorized use or disclosure. Contractor and all employees working on an FDIC Task Order must sign the Contractor Confidentiality Agreement (attached) no later than five (5) business days after starting performance and prior to receiving such information, or when receiving their badges, and return the signed Agreements to the Contracting Officer. This includes Contractor personnel who are required to work on-site at an FDIC facility or have access to FDIC sensitive information or data, systems or network. Failure to provide the signed Agreements may result in the removal of the employee from performing under the Task Order.

**ARTICLE IV. PERSONNEL AND SUBCONTRACTING**

4.1 Key Personnel

The following key personnel are essential to the proper performance of Contractor's duties under this Contract ("Key Personnel") and must perform the roles specified below:

**Ms. Roxanne Ulrich (Program Manager)**

Contractor's Proposal, or Amended Proposal, if any, identified the above individuals as Key Personnel and certified their availability to perform the duties specified. Contractor agrees to

make the Key Personnel available as required for performance of the duties under any Task Order that may be awarded as long as such persons are employed by Contractor or its related entities. Prior to diverting or reassigning any Key Personnel to any other projects, and prior to the time any Key Personnel separates from Contractor, Contractor must notify the Contracting Officer in writing at least fourteen (14) days in advance and must submit the name of the proposed substitute individual with a description of his/her educational and professional background. The determination of acceptability of proposed substitute personnel will be at the sole discretion of the FDIC. All initial Key Personnel and every replacement Key Personnel will be required to comply with FDIC Fitness and Integrity standards then in effect and throughout the period of performance. Contractor must not make any substitutions of Key Personnel until receipt of the Contracting Officer's written approval of each such substitution.

#### 4.2 FDIC Personnel.

(a) FDIC Oversight Manager. The term "Oversight Manager" means the person designated in writing by the Contracting Officer to represent the FDIC for the purpose of monitoring technical performance under any Task Order awarded. The Oversight Manager is not authorized to issue any instructions or directions which effect any substantive change in this Contract or any Task Order issued hereunder, including but not limited to any increase or decrease in the price of any Task Order awarded or which change the delivery date(s) or Period of Performance. Specific areas of delegated authority are more particularly defined in the Letter of Oversight Manager Confirmation.

(b) FDIC Contracting Officer. The term "Contracting Officer" means a person designated in writing by the FDIC with FDIC delegated authority to enter into, modify, administer, and terminate contracts and orders. The Contracting Officer is the only person authorized by FDIC to issue any instructions or directions that affect any increase or decrease in the cost of a Task Order, any change in delivery schedule or which change any other term of the Contract or Task Order.

#### 4.3 Contractor Personnel

For purposes of this Contract, any individual who is performing any part of the work or other requirement of this Contract, and any Task Order issued hereunder, and who is an employee of the Prime Contractor is considered Contractor Personnel ("Contractor Personnel"). For example, self-employed individuals, other independent contractors, contract laborers, individuals who are employees of a temporary employment/personnel agency, etc., who perform any part of the work or requirements of Task Orders issued under this Contract, do not come within the definition of Contractor Personnel and are either subcontractors or employees of subcontractors.

#### 4.4 Personnel Qualifications.

The personnel qualifications defined in the Contract and any Task Orders issued hereunder will apply to both Contractor Personnel and Subcontractor employees. Contractor must provide a quarterly letter certifying to the FDIC Contracting Officer and Oversight Manager that all Contractor Personnel and Subcontractor employees currently working under a Task Order meet each of the personnel qualifications.

The participation restrictions do not apply to subcontractors who are product vendors. A product vendor is a company that produces a hardware, software, or commercial-off-the-shelf item which FDIC currently uses or may use in the future if accepted by FDIC as a solution for a Task Order requirement. As such, for a given Task Order, more than one ITAS prime contractor may subcontract with the same product vendor for the purpose of acquiring, installing, and providing support services for the item.

#### 4.5 Subcontractors

For purposes of this Contract, individuals and entities that perform Services or provide Goods under this Contract or any Task Order and are not included in the definition of "Contractor Personnel" in Section 4.3 above will be considered subcontractors.

##### 4.5.1 Authorization; Selection of Subcontractors.

(a) Contractor must not engage subcontractors to perform any of its responsibilities under any Task Order awarded under this Contract without the prior written approval of the FDIC. This prohibition will not apply to Task Orders for purchase of equipment, materials, or supplies to be used in the performance of this Contract. If Contractor's Proposal leading to a Task Order requests approval for the use of named or designated subcontractors, and if the FDIC has accepted that Proposal, the subcontractors will be deemed approved for that Task Order and further approval will not be needed.

(b) Consent by the FDIC to any proposed subcontractor will not: (1) constitute a determination of the acceptability of any subcontract terms or conditions; or (2) constitute a determination of the acceptability of any amount paid under any subcontract; or (3) relieve Contractor of any of its responsibilities under the Contract or Task Order. Contractor will award subcontracts only to third parties that have filed FDIC Certifications with Contractor.

(c) The following subcontractors are approved for performance under this Contract:

**Infodata Systems, Inc.**  
**Macro Solutions, Inc.**  
**Northrup Gruman Information Technology**

**TEKsystems, Inc.**  
**VICCS, Inc.**

(d) Contractor must notify the FDIC of any changes in subcontracting arrangements. Any changes must result in the same or greater Small Business participation.

4.5.2 Contracts with Subcontractors

Contractor will not be reimbursed for subcontracting costs except as specifically provided for in this Contract. Contractor must assure FDIC that all contracts it enters into with subcontractors are consistent with the terms of this Contract and Task Orders, including, but not limited to, certifications, termination, stop work, confidential information, insurance, and security.

4.6 Subcontracting Plan Compliance

In Task Orders where subcontracting is permissible, the Subcontracting Plan will be considered a material part of the Task Order. The Contractor's failure to comply with and make progress under the Subcontracting Plan may be considered a breach of contract. In addition, failure to achieve the stated subcontracting goals may result in the issuance of a cure notice/show cause letter for purposes of termination for default and/or have a negative and adverse impact on the Contractor's past performance record to be considered during proposal evaluation on future solicitations.

4.7 Participation Restrictions on Prime Contractors and Subcontractors

FDIC ITAS prime contractors and subcontractors are prohibited from bidding and participating on a team for more than one ITAS contract. This rule ensures that ITAS contract awards are based on independent organizations/teams and promotes the fair and open competition for Task Orders. After award of the ITAS contracts, proposals for individual Task Orders may include subcontractors who are not team members of any ITAS contract.

The participation restrictions do not apply to subcontractors who are product vendors. A product vendor is a company that produces a hardware, software, or commercial-off-the-shelf item which FDIC currently uses or may use in the future if accepted by FDIC as a solution for a Task Order requirement. As such, for a given Task Order, more than one ITAS prime contractor may subcontract with the same product vendor for the purpose of acquiring, installing, and providing support services for the item.

## ARTICLE V. COMPENSATION AND BILLING

### 5.1 Types of Task Orders

In addition to Fixed Price and Labor Hour/Time & Material type Task Orders described below, FDIC reserves the right to incorporate into this contract the addition of clauses/provisions for other contract types, including but not limited to Cost Plus Award Fee (CPAF), Cost Plus Fixed Fee (CPFF), Cost Plus Incentive Fee (CPIF) types. The decision as to when these clauses/provisions may be incorporated, as well as the choice of contract type for a specific Task Order, remains totally at the discretion of the FDIC.

### 5.2 Fixed Price Task Orders

For satisfactory performance of a Task Order issued under this Contract, the FDIC will pay Contractor the agreed-upon fixed price set out in the Task Order. This fixed price includes any and all of Contractor's costs and expenses, direct and indirect, as well as any profit, fee or any markups of any nature.

FDIC is a Federal Government corporation and is exempt from State sales tax. Therefore, it will not pay sales tax on invoices submitted to it that is charged by a Contractor.

### 5.3 Labor Hour Task Orders

For satisfactory performance of a Task Order issued under this Contract, FDIC will compensate Contractor at the hourly rates specified in the Task Order for actual productive work hours exclusive of travel time, vacation, holiday, sick leave and other absences. These rates include any and all wages, overhead, general and administrative expenses and profit or fee. For Task Orders solicitations issued during the contract's Base Period and Option Period 1, the Contractor shall not propose labor rates which exceeds those listed in Attachment 8 to this contract.

FDIC is a Federal Government corporation and is exempt from State sales tax. Therefore, it will not pay sales tax on invoices submitted to it that is charged by a Contractor.

#### 5.3.1 Task Order Compensation Ceiling

Contractor must notify the Contracting Officer in writing, for each Task Order, when Contractor has incurred charges to the FDIC of seventy-five percent (75%) of the dollar amount of each Task Order.

#### 5.3.2 Materials

The FDIC will pay reasonable amounts Contractor has been invoiced for the materials listed below, purchased specifically for performing a Task Order under this Contract, from an entity not affiliated with Contractor, provided that the price of the materials has been approved in advance by the FDIC Contracting Officer. The price of materials must be adjusted by Contractor to deduct any credits, trade

discounts, rebates or allowances received by, or credited to, the Contractor. If these materials are regularly sold by Contractor to the general public in the normal course of its business, the FDIC will not pay more than the price paid by Contractor's most favored customers for like items in similar quantities.

Materials:

To be determined on each individual Task Order, as applicable.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.3.3 Contractor’s Material Handling Expense

The FDIC may pay an amount invoiced for material handling expense providing the rate for same has been approved in advance by the Contracting Officer, and it is properly applied to direct material (excluding travel, overhead, or any other allocation) that have likewise received the contracting officer’s advance written approval. For Task Orders solicitations issued during the contract's Base Period and Option Period 1, the Contractor shall not propose a material handling expense (MHE) rate which exceeds that listed in Attachment 8 to this contract.

5.3.4 Travel Expenses

The FDIC will reimburse Contractor for necessary travel and per diem expenses ("Travel Expenses"), which include subcontractor travel expenses, if any, that do not exceed amounts allowable under the FDIC Contractor Travel Reimbursement Guidelines, a copy of which is attached to this Contract as Attachment 5 and is incorporated herein by reference. All travel must be approved in advance, in writing, by the Contracting Officer or Oversight Manager unless such travel was set out in Contractor's Proposal which was accepted by the FDIC at the time of Contract or Task Order award or modification. In no event will the FDIC separately reimburse Contractor, outside of the pricing set out in this Contract, or Task Order issued thereunder, for any other costs or expenses it incurs in connection with its performance under this Contract, including fees for labor hours incurred while travelling to, and from, the work site.

5.3.5 Fees and Expenses of Subcontractors

The FDIC may pay amounts Contractor has been invoiced for labor hours actually worked, exclusive of travel time, vacation, holiday, sick leave and other absences, by its approved subcontractors in performing under this contract, provided that its approved subcontractors’ hourly rates, labor hours, and any subcontractor mark-up percentage have been approved in writing, in advance by the FDIC Contracting Officer.

## 5.4 Billing Instructions

The FDIC will compensate Contractor as follows:

### 5.4.1 General Provisions

All invoices must be submitted in accordance with General Provision 19, "Invoice Preparation and Submission." In addition to the invoicing requirements specified in General Provision 19, attached to this Contract, every invoice must designate the hours, the dollar amount and expenses billed by task requirement and for services provided on an hourly basis by individual and labor category. Certified copies of time sheets in support of direct labor charges for all contract employees. An allocation of all hours and expenses to Financial Institution Number (FIN) and Asset Name/Number must be provided by the Contractor. Contractor should also attach a summary of subcontracting expenses. This summary must include the approved percentage of subcontracting per the Contractor's approved subcontracting plan. Copies of subcontractor invoices and a summary of expenses paid to subcontractors for the billing period should be provided.

### 5.4.2 Contractor's Remittance Address

Contractor must include on the invoice Contractor's remittance address, as specified below, in addition to the information specified in the attached General Provision, "Invoice Preparation and Submission". The remittance address must be included on Contractor's invoice regardless of whether payment will be made by check or electronic funds transfer (EFT). Contractor must notify the FDIC Contracting Officer, in writing, of any changes to the following remittance address:

Contractor's Remittance Address:    **IBM Corporation**  
  **P.O. Box 643584, Lockbox 643584**  
  **Pittsburgh, PA 15264-3584**

### 5.4.3 Schedule for Invoicing

Contractor must submit invoices, with appropriate supporting documentation (such as certified time sheets for T&M Task Orders). For T&M Task Orders, the invoices must be submitted within ten (10) days after the end of each month. For Firm-Fixed-Price Task Orders, the invoices must be submitted upon completion of the Service or Delivery of the Goods.

### 5.4.4 FDIC Address (Payment Office)

Contractor must submit an original and two (2) copies to the payment office at the following address:

Federal Deposit Insurance Corporation  
Attention: Disbursement Operations Unit  
P.O. Box 27919  
Washington, D.C. 20038-7919

#### 5.4.5 FDIC Review

If errors are found on the invoices, the invoices will be returned to Contractor. When error-free invoices are received, the invoices will be processed for payment. Any discrepancies in the invoices will be resolved between the Contracting Officer and Contractor **PRIOR** to approval of the invoice by the FDIC. The Oversight Manager will review each invoice for conformance with the Contract and Task Order requirements, reasonableness, and accuracy, prior to approving the invoice for payment.

#### 5.5 Method of Payment-EFT

Payments by the FDIC under any Task Order may be made by check or electronic funds transfer (EFT) at the option of the FDIC. If the FDIC makes payment by EFT, the FDIC may, at its option, also forward the associated payment information by electronic transfer. As used in this section, the term "EFT" refers to the funds transfer and may also include the information transfer. For further information, please refer to the FDIC General Provision 8.

## **ARTICLE VI. INSPECTION AND ACCEPTANCE**

#### 6.1 Inspection and Acceptance of Work Product

In accordance with the General Provision 18 of this Contract, "Inspection of Goods or Services," the FDIC will have a specified number of days from the date of Contractor's delivery of a Work Product to determine if such Work Product is in compliance with the requirements of the Contract and Task Order. The specified number of days will be identified in each Task Order. Inspection by the FDIC will be conducted at the location(s) identified in each Task Order, by the FDIC Oversight Manager.

#### 6.2 Risk of Loss or Damage

Contractor retains title to all materials and equipment until receipt of the FDIC's written acceptance and payment after final inspection of the finished installation. Title may transfer at an earlier date but only upon written notice to Contractor by the Contracting Officer. Risks of loss or damage by fire or other causes to material or property ordered by Contractor are the sole responsibility of Contractor until acceptance by the FDIC. Contractor will be liable to the FDIC for any and all damage to FDIC-owned and FDIC-leased property as a result of this work.

## **ARTICLE VII. RIGHTS IN SOFTWARE AND SYSTEMS**

### 7.1 Proprietary Interest and License in Software and Systems

The FDIC and Contractor agree that the FDIC has the exclusive and absolute right, title and interest in and to all systems and software owned by the FDIC, or otherwise obtained or developed for the FDIC at its expense, and furnished to Contractor for use in the performance of Contractor's Services under this Contract.

## **ARTICLE VIII. REPRESENTATIONS**

### 8.1 Representations of Contractor

Contractor represents as follows:

- 8.1.1 The execution, delivery and performance of this Contract have been duly authorized by all necessary corporate action of Contractor.
- 8.1.2 Contractor currently possesses all necessary licenses, permits and approvals required to execute, deliver and perform its duties under this Contract and is qualified to do business in all jurisdictions where such qualification is required for Contractor's performance of its duties under this Contract.
- 8.1.3 At the time of execution of this Contract, there has been no change in any of the Certifications Contractor submitted to the FDIC with its proposal. Contractor agrees to notify the Contracting Officer immediately, in writing, of any change to Contractor's Certifications.

## **ARTICLE IX. RESERVED**

## **ARTICLE X. INSURANCE COVERAGE**

### 10.1 Liability Insurance

Contractor, before commencing work or permitting any subcontractor to commence work, must procure and maintain the following insurance or, should such insurance be canceled, the FDIC has the right to procure such insurance and the cost thereof will be deducted from monies then due or which thereafter become due to Contractor. Contractor may carry any additional insurance as it may deem necessary. Contractor will not be deemed to be relieved of any responsibility by the fact that Contractor carries insurance. The FDIC will require any contractor of the FDIC performing work on FDIC premises to carry and maintain, at no expense to the FDIC:

- A. Worker's Compensation and Employer's Liability Insurance in accordance with the applicable laws of the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. The policy limit under the Employer's Liability Insurance section must not be less than One Hundred Thousand Dollars (\$100,000) for any one accident; and
- B. Comprehensive Bodily Injury and Property Damage Liability Insurance covering the work, the performance of the work and everything incidental thereto, with Bodily Injury (including death) and Property Damage limits of not less than Five Million Dollars (\$5,000,000) per occurrence combined single limit. This policy must be endorsed to cover: Contractual liability coverage, completed operations coverage, broad form property damage endorsement and Contractor's protective liability coverage; and
- C. Automobile Public Liability and Property Damage Insurance, including coverage on owned, hired, and non-owned automobiles and other vehicles, if used in connection with the performance of the work, with Bodily Injury and Property Damage limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit; and
- D. Such other insurance as may be required elsewhere in the Contract documents.

The FDIC must be named as Additional Insured under Contractor's Comprehensive Bodily Injury and Property Damage Liability and Automobile Public Liability and Property Damage Insurance coverage. Contractor's insurance must be primary.

#### 10.2 Notice of Insurance

Contractor hereby warrants to the FDIC that all insurance required is in force, and the insurance will not be canceled or substantially changed without thirty (30) days prior notice by Certified Mail to the FDIC Contracting Officer. Contractor must, on request, permit the FDIC to examine original insurance policies.

Contractor must provide the FDIC, no later than ten (10) calendar days after the date of execution of a Task Order, evidence of all insurance and bonds specified in this Article X. Such evidence of insurance may be (1) a binder or (2) a copy of the original policy. Contractor must also provide, no later than ten (10) calendar days after the date of Task Order execution, a Certificate of Insurance which must include the following mailing address and reference the Contract and Task Order number:

Federal Deposit Insurance Corporation  
Attention: David Manion  
550 17th Street NW  
Washington, DC 20429-9990  
Reference: Contract and Task Order No. (To be Determined)



David K. McDermott

Title: \_\_\_\_\_

Title: Contracting Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## INDEX TO ATTACHMENTS

- Attachment 1: Statement of Objective (SOO)
- Attachment 2: Contractor's Proposal for Mission Capability, dated February 14, 2005  
(Incorporated by Reference)
- Attachment 3: FDIC General Provisions
- Attachment 4: Sample Task Order
- Attachment 5: FDIC Contractor Travel Reimbursement Guidelines
- Attachment 6: ITAS Award Term Plan
- Attachment 7: ITAS Labor Categories
- Attachment 8: Negotiated Labor Rates, Subcontractor Markup, and MHE Rates for the  
Contract's Base Period and Option Period 1.
- Attachment 9: FDIC Enterprise Architecture Technical Reference Model/Standards
- Attachment 10: Additional Property Requirements